

REMARKS

This Response is submitted in reply to the Final Office Action dated April 28, 2009. Claims 1 to 44 are pending in this application. Claims 1, 2, 6, 7, 9, 10, 12, 13, 15, 16, 17, 20, 26, 27, 32, 33, 35 to 37 and 40 to 44 have been amended. No new matter is added by these amendments.

Applicant is submitting herewith a Request for Continued Examination ("RCE") to withdraw the present application from appeal and to reopen prosecution of this case. Applicant does not believe a Petition for extension of time is required. Please charge deposit account number 02-1818 to cover the cost of the RCE and any other fees which are due in connection with this Response, including any fees associated with the Petition for extension of time, if such extension of time is required.

Applicant is submitting this RCE and Amendment to more clearly define the claimed invention. Applicant has amended the claims and respectfully submits that the present application is in condition for allowance.

The Office Action rejected Claims 1 to 44 under 35 U.S.C. §103(a) as being unpatentable over U.S. Patent No. 6,632,141 to Webb ("Webb") in view of U.S. Patent No. 5,851,010 to Feinberg ("Feinberg"), in further view of U.S. Patent No. 6,506,118 to Baerlocher ("Baerlocher"). Applicant respectfully disagrees with these rejections for the reasons discussed below. Nonetheless, certain of the claims have been amended for clarity.

Webb discloses a gaming device having an offer and acceptance bonus game. In the bonus game, the gaming device provides a plurality of player-selectable selections, where each of the selections is associated with an offer, a terminator symbol, or an anti-terminator symbol. The gaming device provides the player with a number of opportunities to pick from the plurality of selections. If the player picks a selection associated with an offer, the player can choose to keep that offer, thus ending the bonus game. Alternatively, if the offer is not a final offer, the player can choose to continue the bonus game by making another pick from the plurality of selections. If the player picks a terminator symbol, the bonus game ends unless the player previously picked an anti-terminator symbol in the bonus game. Any anti-terminator symbol

accumulated by the player during the bonus game nullifies the effect of a subsequently picked terminator symbol.

Page 4 of the Office Action acknowledges that Webb is silent regarding providing a plurality of rounds with one payment. The Office Action states that Feinberg teaches a method of playing a game where a player pays for a plurality of gaming outcomes based on one wager. The Office Action further states that Feinberg teaches a flat pay rate for a predetermined number of outcomes in the gaming device. The Office Action contends that one would be motivated to incorporate this feature of Feinberg into Webb to provide a simple betting format that allows a player to concentrate on the outcomes occurring in the game, without having to continuously place credits into the gaming device. The Office Action concludes that it would have been obvious to one of ordinary skill in the art at the time the invention was made to incorporate the betting method of Feinberg with that of Webb to provide a plurality of rounds or outcome in the game as a result of a single fee.

The Office Action further states that neither Webb nor Feinberg teaches providing a game play that ends with the player winning a fractional amount. The Office Action relies on Baerlocher's teaching of negative modifiers which reduce an award to a fractional amount. The Office Action concludes that it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Webb with the teachings of Baerlocher to provide a negative modifier and, thus, a fractional result in a game.

Regardless of whether it would have been obvious to modify Webb in the manner proposed by the Office Action, the combination of Webb, Feinberg, and Baerlocher does not render obvious amended independent Claim 1. More particularly, the proposed combination of references does not render obvious a method of operating a gaming system which includes: (i) prior to displaying any outcome for any of the predetermined number of rounds, displaying the initial balance of winnings which can be won by the player for the game play; and (ii) adjusting the initial balance of winnings for the game play based on at least one of the determined outcomes, thereby determining a current balance of winnings, wherein at least one of the outcomes causes the current balance of winnings to be less than the initial balance of winnings.

The Office Action appears to interpret an amount won by a player in the primary game of Webb to be the “initial balance of winnings” of amended independent Claim 1 (Office Action, page 2). That is, the Office Action appears to be taking the position that, when the bonus game is triggered, the amount that the player has won up to that point in the primary game is the “initial balance of winnings.”

The Office Action’s interpretation is flawed for a number of reasons. As a preliminary matter, the Office Action relies on Figs. 3A to 3I of Webb as support for its alleged disclosure of an initial balance of winnings; however, Figs. 3A to 3I do not show any such initial balance of winnings.

Even assuming one were to interpret the “initial balance of winnings” to be the player’s winnings from the primary game (as the Office Action suggests), Webb does not disclose adjusting the initial balance of winnings for the game play based on at least one of the determined outcomes, thereby determining a current balance of winnings, wherein at least one of the outcomes causes the current balance of winnings to be less than the initial balance of winnings.

In the example illustrated in Figs. 3A to 3I of Webb, upon initiating the bonus game, the gaming device displays a plurality of selections to the player, as seen in Fig. 3A of Webb. In Fig. 3B, the player has picked one of the selections associated with an offer. The offer display shows the number 15 to reflect the value of the first offer being made to the player. The player may either accept the first offer or choose a different selection, which could result in another offer, an anti-terminator symbol, or the end of the bonus game (i.e., as a result of picking a selection associated with a terminator symbol).

As illustrated by this example, in Webb, it is the offer (and not the winnings from the primary game) that can change (i.e., be adjusted) based on an outcome of the bonus game. Additionally, as described above, in Webb, the offer is not displayed to the player until after one of the selections has been picked by the player.

Thus, Webb does not anticipate or render obvious: (i) prior to displaying any outcome for any of the predetermined number of rounds, displaying the initial balance of winnings which can be won by the player for the game play; and (ii) adjusting the initial

balance of winnings for the game play based on at least one of the determined outcomes, thereby determining a current balance of winnings, wherein at least one of the outcomes causes the current balance of winnings to be less than the initial balance of winnings.

Feinberg and Baerlocher do not cure these deficiencies in Webb, as neither of these references anticipates or renders obvious: (i) prior to displaying any outcome for any of the predetermined number of rounds, displaying the initial balance of winnings which can be won by the player for the game play; and (ii) adjusting the initial balance of winnings for the game play based on at least one of the determined outcomes, thereby determining a current balance of winnings, wherein at least one of the outcomes causes the current balance of winnings to be less than the initial balance of winnings.

On the other hand, amended independent Claim 1 includes: (i) prior to displaying any outcome for any of the predetermined number of rounds, displaying the initial balance of winnings which can be won by the player for the game play; and (ii) adjusting the initial balance of winnings for the game play based on at least one of the determined outcomes, thereby determining a current balance of winnings, wherein at least one of the outcomes causes the current balance of winnings to be less than the initial balance of winnings.

Accordingly, for at least these reasons, Applicant respectfully submits that amended independent Claim 1 and the claims depending therefrom are each patentably distinguished over Webb, Feinberg, and Baerlocher and in condition for allowance.

For similar reasons, amended independent Claims 20, 40, and 42 to 44 and the claims depending from amended independent Claims 20 and 40 are each patentably distinguished over Webb, Feinberg, and Baerlocher and in condition for allowance.

An earnest endeavor has been made to place this application in condition for formal allowance and in the absence of more pertinent art such act is courteously solicited. If the Examiner has any questions regarding this response, Applicant respectfully requests that the Examiner contact the undersigned attorney.

Respectfully submitted,

K&L Gates LLP

BY 

Adam H. Masia
Reg. No. 35,602
Customer No. 29159
(312) 807-4284

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